

EXHIBIT E

FIELD POINT IV S.A.R.L.
c/o Strategic Value Partners LLC
80 Field Point Road
Greenwich, CT 06830

+1 (203) 618 3560
legal@svpglobal.com

30 September 2008

VIA EMAIL, FACSIMILE & REGISTERED DELIVERY

Lehman Commercial Paper Inc, UK Branch
25 Bank Street
London E14 5LE

Fax: +44 (0)20 7067 9506
Email: LoanClosingLondon@Lehman.com
Attn: Neils Ribeiro and the Loan Closing Team

Re: Pertus Sechzehnte GmbH **facility agreement**
with Barclays Bank PLC as Agent the "Credit Agreement"

Dear Sir:

I refer to the Loan Market Association ("**LMA**") Trade Confirmation (Distressed/Bank Debt) dated 14 July 2008 (the "**Confirmation**"), prepared in connection with trade dated 11 July 2008 (the "**Trade Date**"), by and between Field Point IV S.ar.l. ("**Field Point**") and Lehman Commercial Paper Inc., UK Branch ("**Lehman**"). For your convenience and reference, I enclose the relevant Confirmation.

Unless specifically noted, defined terms used herein shall have the meanings set forth in the Confirmation or the LMA Standard Terms and Conditions for Distressed Trade Transactions (Bank Debt/Claims) in effect on the Trade Date (the "**LMA Standard Terms**"), which are incorporated into the Confirmation by reference.

As set out in the Confirmation, Field Point agreed to purchase and Lehman agreed to sell certain loans (the "**Loans**") made to Pertus Sechzehnte GmbH (the "**Borrower**") under the Credit Agreement.

Under the Confirmation and the LMA Standard Terms, Lehman has an express obligation to settle the Transaction by selling the Loans to Field Point in the form stipulated in the Confirmation.

Since the execution of the Confirmation, Field Point has been ready, willing and able to purchase the Loans and has used all reasonable endeavours to ensure that the conditions of the Confirmation are duly fulfilled in order to settle the applicable transaction (the "**Transaction**") pursuant to the terms of the Confirmation and the LMA Standard Terms referenced therein.

However, we have received information concerning Lehman's unwillingness and/or inability to settle the Transaction in accordance with the terms of the Confirmation. Moreover, agents of Field Point have made efforts to contact Lehman and/or its loan closing team in order to attempt to resolve the issue. Notwithstanding Field Point's good faith efforts to settle the Transaction, Lehman has to date been unwilling or unable to settle.

LD7007227.1/9999-00999

Please be advised therefore that Field Point considers Lehman to be in breach of the contract set out and recorded in the Confirmation and to have evinced an intention no longer to be bound by the contract. **Field Point accepts Lehman's repudiation and, as of 30 September 2008, the Transaction is hereby terminated, cancelled and of no further force and effect.** Field Point reserves all rights against Lehman, including the right to pursue claims against Lehman for damages arising out of Lehman's breach.

Nothing contained in this letter is or should be deemed or construed as a waiver or exercise by Field Point of any of its respective rights or remedies, and all such rights and remedies, in each case whether at law, in equity or otherwise are expressly reserved.

Yours faithfully,

FIELD POINT IV S.A.R.L.

Encls.

BDF LIMITED
c/o Strategic Value Partners LLC
80 Field Point Road
Greenwich, CT 06830

+1 (203) 618 3560
legal@svpglobal.com

30 September 2008

VIA EMAIL, FACSIMILE & REGISTERED DELIVERY

Lehman Commercial Paper Inc, UK Branch
25 Bank Street
London E14 5LE

Fax: +44 (0)20 7067 9506
Email: LoanClosingLondon@Lehman.com
Attn: Neils Ribeiro and the Loan Closing Team

**Re: Pertus Sechzehnte GmbH facility agreement
with Barclays Bank PLC as Agent the "Credit Agreement"**

Dear Sir:

I refer to the Loan Market Association ("**LMA**") Trade Confirmation (Distressed/Bank Debt) dated 14 July 2008 (the "**Confirmation**"), prepared in connection with trade dated 11 July 2008 (the "**Trade Date**"), by and between BDF Limited ("**BDF**") and Lehman Commercial Paper Inc., UK Branch ("**Lehman**"). For your convenience and reference, I enclose the relevant Confirmation.

Unless specifically noted, defined terms used herein shall have the meanings set forth in the Confirmation or the LMA Standard Terms and Conditions for Distressed Trade Transactions (Bank Debt/Claims) in effect on the Trade Date (the "**LMA Standard Terms**"), which are incorporated into the Confirmation by reference.

As set out in the Confirmation, BDF agreed to purchase and Lehman agreed to sell certain loans (the "**Loans**") made to Pertus Sechzehnte GmbH (the "**Borrower**") under the Credit Agreement.

Under the Confirmation and the LMA Standard Terms, Lehman has an express obligation to settle the Transaction by selling the Loans to BDF in the form stipulated in the Confirmation.

Since the execution of the Confirmation, BDF has been ready, willing and able to purchase the Loans and has used all reasonable endeavours to ensure that the conditions of the Confirmation are duly fulfilled in order to settle the applicable transaction (the "**Transaction**") pursuant to the terms of the Confirmation and the LMA Standard Terms referenced therein.

However, we have received information concerning Lehman's unwillingness and/or inability to settle the Transaction in accordance with the terms of the Confirmation. Moreover, agents of BDF have made efforts to contact Lehman and/or its loan closing team in order to attempt to resolve the issue. Notwithstanding BDF's good faith efforts to settle the Transaction, Lehman has to date been unwilling or unable to settle.

1.D7007226.1/9999-00999

Please be advised therefore that BDF considers Lehman to be in breach of the contract set out and recorded in the Confirmation and to have evinced an intention no longer to be bound by the contract. **BDF accepts Lehman's repudiation and, as of 30 September 2008, the Transaction is hereby terminated, cancelled and of no further force and effect.** BDF reserves all rights against Lehman, including the right to pursue claims against Lehman for damages arising out of Lehman's breach.

Nothing contained in this letter is or should be deemed or construed as a waiver or exercise by BDF of any of its respective rights or remedies, and all such rights and remedies, in each case whether at law, in equity or otherwise are expressly reserved.

Yours faithfully,

BDF LIMITED

By: Strategic Value Partners, LLC
Its Investment Advisor

Encls.

FIELD POINT IV S.A.R.L.
c/o Strategic Value Partners LLC
80 Field Point Road
Greenwich, CT 06830

+1 (203) 618 3560
legal@svpglobal.com

30 September 2008

VIA EMAIL, FACSIMILE & REGISTERED DELIVERY

Lehman Commercial Paper Inc, UK Branch
25 Bank Street
London E14 5LE

Fax: +44 (0)20 7067 9506
Email: LoanClosingLondon@Lehman.com
Attn: Neils Ribeiro and the Loan Closing Team

Re: Pertus Sechzehnte GmbH **facility agreement**
with Barclays Bank PLC as Agent the "Credit Agreement"

Dear Sir:

I refer to the Loan Market Association ("**LMA**") Trade Confirmation (Par) dated 4 August 2008 (the "**Confirmation**"), prepared in connection with trade dated 31 July 2008 (the "**Trade Date**"), by and between Field Point IV S.ar.l. ("**Field Point**") and Lehman Commercial Paper Inc., UK Branch ("**Lehman**"). For your convenience and reference, I enclose the relevant Confirmation.

Unless specifically noted, defined terms used herein shall have the meanings set forth in the Confirmation or the LMA Standard Terms and Conditions for Par Trade Transactions in effect on the Trade Date (the "**LMA Standard Terms**"), which are incorporated into the Confirmation by reference.

As set out in the Confirmation, Field Point agreed to purchase and Lehman agreed to sell certain loans (the "**Loans**") made to Pertus Sechzehnte GmbH (the "**Borrower**") under the Credit Agreement.

Under the Confirmation and the LMA Standard Terms, Lehman has an express obligation to settle the Transaction by selling the Loans to Field Point in the form stipulated in the Confirmation.

Since the execution of the Confirmation, Field Point has been ready, willing and able to purchase the Loans and has used all reasonable endeavours to ensure that the conditions of the Confirmation are duly fulfilled in order to settle the applicable transaction (the "**Transaction**") pursuant to the terms of the Confirmation and the LMA Standard Terms referenced therein.

However, we have received information concerning Lehman's unwillingness and/or inability to settle the Transaction in accordance with the terms of the Confirmation. Moreover, agents of Field Point have made efforts to contact Lehman and/or its loan closing team in order to attempt to resolve the issue. Notwithstanding Field Point's good faith efforts to settle the Transaction, Lehman has to date been unwilling or unable to settle.

L.D7007225.1/9999-00999

Please be advised therefore that Field Point considers Lehman to be in breach of the contract set out and recorded in the Confirmation and to have evinced an intention no longer to be bound by the contract. **Field Point accepts Lehman's repudiation and, as of 30 September 2008, the Transaction is hereby terminated, cancelled and of no further force and effect.** Field Point reserves all rights against Lehman, including the right to pursue claims against Lehman for damages arising out of Lehman's breach.

Nothing contained in this letter is or should be deemed or construed as a waiver or exercise by Field Point of any of its respective rights or remedies, and all such rights and remedies, in each case whether at law, in equity or otherwise are expressly reserved.

Yours faithfully,

FIELD POINT IV S.A.R.L.

Encls.

BDF LIMITED
c/o Strategic Value Partners LLC
80 Field Point Road
Greenwich, CT 06830

+1 (203) 618 3560
legal@svpglobal.com

30 September 2008

VIA EMAIL, FACSIMILE & REGISTERED DELIVERY

Lehman Commercial Paper Inc, UK Branch
25 Bank Street
London E14 5LE

Fax: +44 (0)20 7067 9506
Email: LoanClosingLondon@Lehman.com
Attn: Neils Ribeiro and the Loan Closing Team

**Re: Pertus Sechzehnte GmbH : facility agreement
with Barclays Bank PLC as Agent the "Credit Agreement"**

Dear Sir:

I refer to the Loan Market Association ("**LMA**") Trade Confirmation (Par) dated 4 August 2008 (the "**Confirmation**"), prepared in connection with trade dated 31 July 2008 (the "**Trade Date**"), by and between BDF Limited ("**BDF**") and Lehman Commercial Paper Inc., UK Branch ("**Lehman**"). For your convenience and reference, I enclose the relevant Confirmation.

Unless specifically noted, defined terms used herein shall have the meanings set forth in the Confirmation or the LMA Standard Terms and Conditions for Par Trade Transactions in effect on the Trade Date (the "**LMA Standard Terms**"), which are incorporated into the Confirmation by reference.

As set out in the Confirmation, BDF agreed to purchase and Lehman agreed to sell certain loans (the "**Loans**") made to Pertus Sechzehnte GmbH (the "**Borrower**") under the Credit Agreement.

Under the Confirmation and the LMA Standard Terms, Lehman has an express obligation to settle the Transaction by selling the Loans to BDF in the form stipulated in the Confirmation.

Since the execution of the Confirmation, BDF has been ready, willing and able to purchase the Loans and has used all reasonable endeavours to ensure that the conditions of the Confirmation are duly fulfilled in order to settle the applicable transaction (the "**Transaction**") pursuant to the terms of the Confirmation and the LMA Standard Terms referenced therein.

However, we have received information concerning Lehman's unwillingness and/or inability to settle the Transaction in accordance with the terms of the Confirmation. Moreover, agents of BDF have made efforts to contact Lehman and/or its loan closing team in order to attempt to resolve the issue. Notwithstanding BDF's good faith efforts to settle the Transaction, Lehman has to date been unwilling or unable to settle.

LD7007223.1/9999-00999

Please be advised therefore that BDF considers Lehman to be in breach of the contract set out and recorded in the Confirmation and to have evinced an intention no longer to be bound by the contract. **BDF accepts Lehman's repudiation and, as of 30 September 2008, the Transaction is hereby terminated, cancelled and of no further force and effect.** BDF reserves all rights against Lehman, including the right to pursue claims against Lehman for damages arising out of Lehman's breach.

Nothing contained in this letter is or should be deemed or construed as a waiver or exercise by BDF of any of its respective rights or remedies, and all such rights and remedies, in each case whether at law, in equity or otherwise are expressly reserved.

Yours faithfully,

BDF LIMITED

By: Strategic Value Partners, LLC
Its Investment Advisor

Encls.